

CHANNEL LEASE APPLICATION AND AGREEMENT

Bailey Cable Company provides unaffiliated programmers the opportunity to lease channel capacity designated for leased access purposes on its cable systems consistent with Section 612 of the Federal Communications Act of 1934, as amended, (47 U.S.C. § 521 *et seq.*), (the "Communications Act"). In accordance with the Communications Act, and the regulations issued thereunder by the Federal Communications Commission ("FCC"), Bailey Cable Company requires that any unaffiliated programmer seeking leased access space on a Bailey Cable Company system to complete the following application, lease form.

Confidentiality.

All information provided by the Applicant shall be considered confidential by Bailey Cable Company and shall not be disclosed to third parties, other than Bailey Cable Company' agents, employees, attorneys, and accountants, unless disclosure is expressly permitted by the Applicant, or disclosure is required to comply with any law, regulation, court order or administrative ruling, or the information is disclosed by either party in order to be made part of the record of any judicial or administrative proceeding concerning the Applicant and Bailey Cable Company. Please use additional pages if necessary to provide complete answers to the questions.

Section 1: Applicant Identification

A. Legal name of applicant and all other names that Applicant is doing business under:

BDepew Enterprises LLC, DBA-RURAL BROADCASTING SERVICE

B. Applicant's address (street address required):

6233 POHLMAN ROAD, SAINT FRANCISVILLE, LA 70775

C. Principal Place of Applicant's Business (if different than Address):

11781 FERDINAND ST., SAINT FRANCISVILLE, LA 70775

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D. Name of Primary Contact Person: WILLIAM DEPEW III

Telephone Number: (225) 784-1013

Fax/Telecopier Number: (225) 784-1013

E. Identify the legal status of the Applicant (e.g., corporation, partnership, individual, non-profit entity, association, etc.), and the state under whose laws the entity was formed (e.g. state of incorporation):

LIMITED LIABILITY COMPANY, LOUISIANA

F. If applicant is a partnership, identify all partners; if applicant is a corporation, identify all shareholders which own, legally or beneficially, five percent (5%) or more of the corporation's voting shares (attach additional pages if necessary):

N/A

G. Identify direct or indirect affiliations with any radio or television broadcast station, motion picture producers or distributors, television or cable television networks, telephone companies, cable television companies, direct broadcast satellite operators, MMDS or ITFS systems, SMATV operators, or newspapers (attach additional pages if necessary): **NONE**

Section II. Financial and Insurance Information

Pre-Payment Exemption.

I/We intend to pay all leased access costs, including technical, production and studio costs, in advance and, therefore, need not provide the information requested in subsection A, below. I/We understand that the requirements of subsection 8, below, will apply regardless of any payment arrangements.

B. Insurance Information

MEDIA PERILS QUOTE IN HAND FRO \$1,000,000 DOLLAR THROUGH FIRST MEDIA. QUOTE VALID THROUGH 26 DECEMBER 2007. IMMEDIATELY UPON EXECUTION OF LEASE AGREEMENT RBS WILL PROVIDE EXECUTED COVERAGE.

Will the insurance carrier name Bailey Cable Company as an additional named insured on the policy? **yes, Certificate within 72 hours of agreement definitization. None delivery will result in nullification of agreement**

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Section III: Applicant's Proposed Programming Service

Although Bailey Cable Company may not exercise any editorial control over any video programming provided by the Applicant on a leased access channel, pursuant to Section 612(c)(2) of the Communications Act, 47 USC § 532(c)(2), Bailey Cable Company "may consider the content of such programming to the minimum extent necessary to establish a reasonable price for the commercial use of designated channel capacity by an unaffiliated person." Please complete answers to the following questions so that Bailey Cable Company can properly process your application:

A. Category of Proposed Programming:

Highlight one or more appropriate category:

- Adult Programming
- ***Arts and Cultural Programming**
- ***Children's Programming (including animation)**
- ***Classic Movies (pre-1960)**
- Collegiate Sporting Events
- Comedy Programming
- Current Feature Films (produced after 1990)
- ***Dramatic Series**
- ***Documentary Programming**
- ***Educational Programming**
- Foreign Language Programming
- Game Show
- Home Shopping Programming
- ***Infomercial Programming**
- Instructional Programming (e.g., cooking, home repair)
- Movies from the '60's, '70's, or '80's
- Music Programming (e.g., concerts and videos)
- ***Nature Programming**
- ***News Programming**
- ***Political Programming**
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- Professional Sporting Events
- ***Public Affairs Programming**
- ***Religious Programming**
- ***Talk Show**
- ***Variety Show**
- Other (please describe): _____

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- B. Describe in detail the video programming proposed to be distributed on the leased channel:
Original and purchased Family oriented news and events programming From the local area RBS produced. Purchased syndicated family programming.
- C. Identify the entity or entities that will produce the programming:
Approximately 80% of programming will be produced by Rural Broadcasting service. Remaining program will be purchased programming package.
- D. Identify the location from-which the programming will originate:
80% West and East Feliciana, East Baton Rouge, Pointe Coupee
- E. If the programming will contain any music, describe the manner in which the Applicant has acquired rights to cablecast the musical works. In the event that the Applicant does not provide a complete answer to this question, Bailey Cable Company may request that the Applicant provide any and all agreements vesting such rights in the Applicant.
RBS Contains Licensing rights to a 5,000 track B-Roll Library. In addition original scores may be developed and copyrighted to RBS. Requirements for specialty music will be obtained through agency, i.e. Harry Fox, BMI, and ASCAP. Original music scores from local artist will be obtained via written release
- F. If the programming contains any other copyrighted works, please describe the manner in which the Applicant has obtained the rights to cablecast the works. In the event that the Applicant does not provide a complete answer to this question, Bailey Cable Company may request that the Applicant provide any and all agreements vesting such rights in the Applicant.
None contemplated at this time, however, if copyrighted or intellectual property releases are required for future documentary pieces, RBS will produce the releases prior to submission for airing.
- G. Explain whether the video programming proposed to be distributed on the leased channel will contain any advertisements or acknowledgments.
Advertising will be included. Advertisers will be required to sign and Hold harmless agreement Indemnifying both BCC and RBS prior to advertisement being aired.

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- H. How many hours of programming are planned per week? How many weeks do you wish the contract to run?
100 hours per week initial, 168 hours per week full-up. Contract 104 weeks
- I. If this Application is for part-time leased access, give the dates and times for which access is sought (attach additional pages if necessary):**N/A**

Section IV - Sexually Explicit Programming

- A. **Obscene Programming:** It is Bailey Cable Company' policy to comply with all federal, state, and local laws and regulations concerning the transmission of sexually explicit programming over leased access channels. The transmission of obscene programming or other programming not protected by the Constitution over the cable system is a crime pursuant to Section 639 of the Communications Act, 47 U.S.C. S S59. Because cable operators face criminal and civil liability for the transmission of such programming over leased access channels pursuant to Section 638 of the Communications Act, 47 U.S.C. § 558, Bailey Cable Company will not permit programmers to transmit obscene programming over the cable system. Please complete the following certification that the proposed programming is not obscene:

I certify that the programming described in Section III above is not obscene or otherwise unprotected under the Constitution. _____ (Applicant's initials)

Failure to complete this portion of the Application will result in the rejection of the entire Application by Bailey Cable Company. Applicant will, therefore, not be permitted to transmit its programming over a leased access channel.

- B. **Indecent Programming:** It is Bailey Cable Company' policy to prohibit indecent programming pursuant to Section 61 2(h) of the Communications Art, 47 U.S.C.§ 532(h). Please read carefully our policy concerning Indecent Programming on Commercial Leased Access Channels (Schedule C) and complete the following certification that the proposed programming is not indecent:

I certify that the programming described in Section III above is not indecent; namely it does not describe or depict sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards. _____ (Applicant's initials)

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Failure to complete this portion of the Application will result in the rejection of the entire Application by Bailey Cable Company. Applicant will, therefore, not be permitted to transmit its programming over a leased access channel.

Section V: Technical Information

A. How will the programming be delivered to the cable system? If by videotape, please identify the tape format, if any, that will be used. If physical connection to the cable system will be required, include make a model number of all equipment to be used. If by satellite, please identify the satellite and transponder (attach additional pages if necessary)(Note: a particular Bailey Cable Company system may not receive CLA programming by land or satellite feed):

Programming will be provided in digital format in the form of digital media

B. **Technical Capabilities:** Please identify any special technical requirements Applicant will require (e.g., subscriber addressability, commercial insertions, etc.) or other two-way cable system requirements, in detail:

RBS WILL PROVIDE THE PROGRAMING TRANSMISSION HARDWARE THAT PROVIDES VIDEO AND AUDIO FEED TO BCC.

C. Describe in detail any special construction or alteration of the cable distribution system or the cable headend necessary to transmit Applicant's programming (attach additional pages if necessary):

NONE – BCC HAS TO BE ABLE TO ACCEPT THE DIGITAL/ANALOG VIDEO AND AUDIO FEED AND PROVIDE CONNECTION PORTS FOR INPUT.

G. Describe in detail any potential interference Applicant's programming or means of Delivery may cause to cable system and steps Applicant will take to ensure that it's programming will not adversely affect the technical integrity of the cable system (use additional pages if necessary):

IF REQUIRED RBS, IF ALLOWED ACCESS WILL INSTALL AND OPERATE RBS TRANSMISSION HARDWARE PLAYERS.

Section VI. - Subscriber Relations

A. Describe in detail, including amounts, any direct charges to be made to system Subscriber and the manner in which such subscriber charges will be implemented.

NONE

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B. Describe in detail the manner in which the proposed service will be marketed to cable system subscribers:

PRINT ADVERTISING AND ON AIR PROMOTION

C. Describe in detail Applicant's anticipated requirements for the use of cable system personnel, including the number of employees. The number of hours anticipated to be used, and the nature of the duties to be performed;

NONE, UNLESS BCC REQUIRES IT'S PERSONNEL TO RELOAD PROGRAMING AND INITIATE PLAY

D. Describe in detail Applicant's anticipated use of cable system facilities, other than The leased channel space, including the facilities to be used, the amount of time needed, and the purpose for the use:

If agreed access to RBS housed equipment on a 24-hour non-interference basis.

E. Does Applicant intend to sublease channel space or time to a third party or parties? If so, please complete Sections III through Section VI D for each sublessee and the sublessee's programming. **NO – RBS WILL PROVIDE ALL PROGRAMING; NO OTHER PARTY WILL HAVE ACCESS TO LEASED CHANNEL, EXCEPT THROUGH RBS.**

Section VII: Terms of Agreement

It is hereby agreed that in consideration of immediate payment of \$4,800 for the two year initial lease period, Bailey Cable Company System (BCC) and BDepew Enterprises (DBA, Rural Broadcasting Service) (RBS100) agree to the following:

A. BCC agrees to:

1. Provide a twenty-four hour per air day, dedicated channel (20) for RBS100 sole use for the transmission of it's programming to all BCC subscribers.
2. Provide a listing in it's written and on air programming guide of scheduled RBS100 programming when provided at least five working days prior to BCC publication of guides. Any actual additional cost incurred by BCC will be reimbursed by RBS100.

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3. Provide, during normal BCC operating hours, access to RBS100 equipment housed in BCC facilities, for maintenance and operation of said equipment in the airing of programming.
4. Provide adequate security of RBS100 housed equipment and resources.
5. Provide the same support and transmission quality provided BCC primary channels.
6. Direct all parties requesting program airing to RBS100 for possible inclusion in RBS100 program schedule.

B. RBS100 agrees to:

1. Indemnify and hold harmless BCC, against liability claims resulting from content of RBS100 aired programming. RBS 100 is responsible for all content of it's originated programming and that aired by third parties by RBS100 on leased channel.
2. Provide resources required for operation of the dedicated channel to include the update of programming at the BCC facility.
3. Provide for, at the request of BCC, screening and airing of third party request for program airing. Airing on RBS channel is dependent on availability and content at the sole discretion of RBS100.
4. Provide only programming that meets the requirements of this agreement.

C. AGREEMENT PERIOD OF LEASE:

For consideration provided in Section VII of this agreement, RBS100 is provided an initial lease for the period 1 Devenber 2007 through 30 November 2009. In addition RBS100 is granted an option to renew, for the percentage agreed to in this agreement, for a period of three (3) additional years, based on written notification of intent to renew being received by BCC at least 2 months prior to the expiration of the initial lease period.

Section VIII: Certification

I certify that I am authorized to provide the foregoing information on behalf of the Applicant and that this information is true and correct to the best of my knowledge. The Applicant acknowledges that Bailey Cable Company is expressly relying upon the foregoing information, representations, and warranties provided by or made by the Applicant herein, and the Applicant recognizes its continuing duty to maintain the accuracy of the information provided by it in this Application.

